

IN THE ST. JOSEPH COUNTY CIRCUIT COURT
CAUSE NO. 71C01-0408-PL-00191

-FILED-
NOV 8 - 2004
Clerk
St. Joseph Circuit Court

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the

Defendants, Lakeside Builders, LLC, Brian Middleborn, Jason Middleborn and Pat "Patches" Middleborn, and that the Defendants, Lakeside Builders, LLC, Brian Middleborn, Jason Middleborn and Pat "Patches" Middleborn, their agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code 24-5-11-1 et seq. and Ind. Code §24-5-0.5-1 et seq.:

1. In the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- a. The name of the consumer and the address of the residential property that is the subject of the home improvement;
- b. The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- c. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- d. A reasonably detailed description of the proposed home improvements;
- e. If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- f. The approximate starting and completion date of the home improvements;
- g. A statement of any contingencies that would materially change the approximate completion date;
- h. The home improvement contract price; and
- i. Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

2. In the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

3. In the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

4. Conducting any business activity in the State of Indiana that is not in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*

5. Conducting any business activity in the State of Indiana that is not in full compliance with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*

6. Entering into a home consumer transaction without providing consumers with required cancellation notices.

7. In the course of acting as a credit services organization, failing to post the required bond/irrevocable letter of credit or failing to provide consumers with written statements, contracts and notices required by law.

8. With respect to the extension of credit by another person, selling, providing, performing or presenting that Defendants can or will sell, provide or perform credit services for consumers without complying in full with Ind. Code §24-5-15-1 *et seq.*

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendant, Lakeside Builders, LLC, Brian Middleborn, Jason Middleborn and Pat "Patches" Middleborn, as follows:

1. consumer restitution to Betty Hogue, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of Twenty Four Thousand Dollars (\$24,000.00);
2. consumer restitution to Jennifer Shreves, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of Fourteen Thousand Eight Hundred Ninety Nine Dollars (\$14,899.00);
3. costs of investigation and prosecution of this action of One Thousand Sixty Five Dollars (\$1,065.00), payable to the Office of the Attorney General, pursuant to Ind. Code §24-5-0.5-4(c)(3);
4. on Count V of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00), payable to the State of Indiana;
5. on Count V of the Plaintiff's Complaint, civil penalties of Eleven Thousand Five Hundred Dollars (\$11,500.00) pursuant to Ind. Code §24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act;

For a total monetary judgment in the amount of \$62,244.00 in favor of the Plaintiff, State of Indiana, and against the Defendants, Lakeside Builders, LLC, Brian Middleborn, Jason Middleborn and Pat "Patches" Middleborn.

ALL ORDERED, ADJUDGED AND DECREED on this 8 day of November, 2004.



Judge, St. Joseph County Circuit Court

DISTRIBUTION:

Roy P. Coffey
Office of the Attorney General
302 W. Washington Street, 5th Floor
Indiana Government Center South
Indianapolis, IN 46204